REQUEST FOR PROPOSAL (RFP)

Empanelment of agencies for Scanning,Digitization, Indexing and Uploading of Registration records

Tender No: Scanning/Registration/2022/02

Dated:19/10/2022

Department of Prohibition,Excise and RegistrationGovernment of Bihar

1 Introduction

1. The Department of Prohibition,Excise and Registration, Govt. of Bihar invites bids from eligible agenciesfromfor scanning,digitization, indexing and uploading of the registration records.
2. All proposals submitted in response to the RFP document must be accompanied by an EMD of Rs 1,00,000 (Rupees One Lakh Only in the form of Bank Guarantee in favor of **Excise Commissioner Cum I.G. Registration**,**Account Number – 922020004238912, Branch Name – AXIS Bank Limited RajaBazar**,payable at Patna. Bids submitted without adequate EMD will be liable for rejection.
3. The bidders are expected to examine all instructions, forms, terms, Project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of the proposal.

2 Schedule of Bid Process

SL#	Information	Details
1.	RFP No. and Date of availability	Scanning/Registration/2022/02, Available for download from 19 Oct 20224:00 PM till02 Nov 2022, 4:00 PM
2.	Last date for submission of written queries for clarifications	22 Oct 2022, 5:00 pm Email: excise-bih@nic.in
3.	Date of pre-bid conference	25 Oct2022, 4:00 pm at Conference Room, Department of Prohibition, Excise and Registration, Vikash Bhawan, New Secretariat, Patna – 800 015
4.	Release of response to clarifications	27 Oct 2022, 5:00 PM
5.	Last date of submission of bid	02 Nov 2022, 4:00 PM
6.	Opening of Technical Bids	02 Nov 2022, 4:30 PM
7	Opening of Financial Bids	To be intimated
7.	Contact person for queries	Manoj Kumar Sanjay AIG, Registration email: excise-bih@nic.in

3 Scope ofwork

3.1 Setup of scanning and digitization facility at the End User Department's office

1. The Empanelled vendor shall be required to set up the required scanning infrastructure at the registry offices for scanning the registration records as proposed by the Department. The upgradation and maintenance of the infrastructure shall be the responsibility of the vendor.
2. The Department shall provide the necessary space to setup the scanning infrastructure and would also provide basic furniture and electricity.

3.2 Pre-scanning Preparation

1. Documents are required to be collected from the local authorities and required to be counted and entered into the log register before taking to the scanning area. Any damage to the documents collected shall make the vendor liable for the same.
2. The vendor shall be responsible for removal of unwanted dust, removal of tags, pins, threads, rubber bands etc. and sorting & numbering of pages in the document file in the correct order.

3.3 Scanning and Digitization

3.3.1 Scanning:-

1. The partner is expected to use book scanners to conduct the scanning exercise. The book scanners employed should support A3, A4 and 18 inches X 12 inches scanning.The scanned documents/material shall be stored in PDF format.
2. Contents of the digitized documents should be an exact replica of the original documents handed over by the department. The vendor shall ensure that the scanned document should be of acceptable readability, reasonable accuracy
3. Under no circumstances should the vendor change, unbind, mutilate, destroy or replace the documents handed over to by the department

3.3.2 Indexing: -The vendor has to do metadata entry for indexing as per the requirement of Registry/Sub-Registry offices of the Department.

3.3.3 QualityControl:-

****** In case the output of the scanned document is not satisfactory, the operator would rescan the document at a higher resolution.*

1. The partner will have to conduct quality control of the scanned images:
    - Clarity of the scanned documents
    - Skew correction to make the documents straight
    - Remove black noises around the text
    - De-speckle (remove small dots between the text)
    - Provide equal margins around the text
    - Brightness and contrast adjustment
    - Folds removal

- Check for missing documents if any
- Check whether the images are as per the document sequence and its resolution by electronically rearranging the sequence
- Check the visual quality of the image vis-à-vis the original document

3.3.4 Upload data on server

1. Post completion of the scanning & indexing activities and quality control, it is the responsibility of the vendor to upload data in Data Centre at HQ.

2. The vendor would be required to maintain and submit MIS reports to the department on a periodical basis duringtheexecutionoftheproject.TheMISreportswouldneedtobesubmittedinformatsspecifiedbythe Registration Department from time totime.

3.3.5 Develop Customized Application

The vendor would need to develop application software which must have at least the following features:

a) <u>Scanning:-</u>

- Scanner interface should be provided so that the documents are directly scanned into the respective folders and sub-folders in the database by the application
- The application should be able to correlate multiple scanned documents to a single transaction as necessary through suitable tags.

b) Storage:-

- There should be provision for structured filing mechanism which would be based on multiple folders and sub-folders.
- Nomenclatures used by the application should tally with the nomenclature used by the Registration Dept.
- Inputs will be provided by designated Registration Dept. officials for developing the required filing structure and nomenclature to be used
- Version control system should be devised and followed for the documents stored

c) Indexing:-

- The Registration Dept. shall provide the meta data field structures.
    a. The application should support data entry in English only.
    b. The workflow will have provision for entering of index data in 2 stages as according to the digitization workflow specified earlier
        i. The first data entry will happen from the original document before scanning
        ii. The second data entry will happen from the scanned image

Sample fields for indexing :

DocumentDetails

Token No	Reg. Year	Serial No	Book No.	Deed No.	Registration Date	DSRO/SRO	Transaction Type

(1) Presenter Details

Presenter Name	Father/Husband Name	Address	Sex

(2) Party Details

S. No.	Type	Name	Father / Husband Name	Sex	Address
1					
2					

(3) PropertyDetails

#	Property Type	DSRO / SRO	Circle	Thana	Khata	Plot	Area (in Decimal)	East	West	North	South
1											

d) The data entry for documents shall be for approximately 30 fields.
e) Search and Retrieval
    a. There should be provision for browser-based search and retrieval
    b. The Search function should be operable on various criteria such as name, address, and other property details.
    c. The search should be done in English.
    d. Features such as word stemming, intuitive searching and proximity searching should be available
f) Role based user access:-The different levels of users will be defined by the Registration Dept.
g)The application to be developed must comply with the following requirements at a minimum:
- Compatibility with other applications currently being run by the department using standard interfaces.
- Easy to use with a Graphical User Interface (GUI)
- Adequate administration controls including security features that facilitate the process of setting access controls at multiple levels
- Function in a networked as well as web-enabled environment with multiple users
- Ability to print reports directly through networked printers
- Built-in back up and data recovery features in the event processing is disrupted due to power loss or other interruptions
- Online help and printed user manuals

h) The IPR and ownership of the application developed would remain with the Registration Dept.

3.3.6 Training:-

The partner would also need to impart training to the local departmental officials on the features and usage of the application. The partner would also needs to provide handholding support to Registration Department officials for querying, retrieving and other required operations till 6 months after passing over the application to the Registration department.

4. Timelines:

The vendor shall kick-off the project within 3 weeks from the issue of the work order.

The project duration shall betwo years from the date of contract signing extendable up to a further six months as per the requirement of the Department.

5. Indemnification

a) The Bidder shall, at its own expense, defend and indemnify Department against any third party claims in respect of any damages or compensation payable in consequences of anyaccident or injury sustained or suffered by its (Bidder's) employees or agents, or by any other third party resulting from or by any gross negligence and/or wilful default by or on behalf of the Bidder and against any and all claims by employees, workmen,contractors, sub- contractors, suppliers, agent(s), employed, engaged, or otherwise working for the Bidder, in respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.
b) The Bidder shall indemnify, protect and save Department and hold Department harmless from

and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly from (i). a gross negligence and/or wilful default of the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract (ii). breach of any of the terms of this tender document or breach of any representation or warranty by the Bidder (iii). use of the deliverables and or services provided by the Bidder (iv). Infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project.

c) The Bidder shall further indemnify Department against any proven loss or damage to Department's premises or property, etc., due to the gross negligence and/or wilful default of the Bidder's employees or representatives to the extent it can be clearly established that such employees or representatives acted under the express direction of the Bidder.

d) The Bidder shall further indemnify Department against any proven loss or damage arising out of loss of data, claims of infringement of third party copyright, patents, or other intellectual property, and third-party claims on Department for malfunctioning of the equipment at all points of time.

e) The vendor shall ensure compliance with all applicable laws, local and central including all labor laws like ESI ,EPF, Minimum wages Act, Bihar shops and establishments act , Contract Labour (Regulation and Abolition)Act 1970 , Payment of Bonus etc. and shall keep the Department indemnified and harmless in case of violation of any applicable laws.

6.Termination and Blacklisting:

6.1 The Department may terminate this Agreement and Blacklist/Debar the vendor , in case of occurrence of any of the events specified below. In the event of such an occurrence, the First Party may give not less than 30 days written notice of termination to Second Party.

a. If the vendor is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 30 days.
b. If the vendor becomes insolvent or goes into compulsory liquidation
c. If the vendor, in the judgement of Department, has engaged in corrupt or fraudulent practices in competing for or in executing the contract
d. If the vendor submits to Department a false statement which has material effect on the rights, obligations, or interests of the Department.
e. If the vendor places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Department.
f. If the vendor fails to provide Quality services as envisaged under this Agreement.
g. Serious discrepancy and delay in delivery of services or the performance levels agreed upon, which might have an impact on the functioning of the Call Centre.
h. Failure of the vendor mobilize manpower, follow local laws, clumsy execution of work, and total disregard to public safety and its own employees.
i. Failure to abide by any lawful directions of the Department.

Note: - Blacklisting/Debarment of the vendor shall be natural consequence of the termination. The Blacklisting/Debarment shall be for such a period as may be specified by the Department.
Provided that before placing the vendor in the blacklist, with or without the termination of the contract, the Department shall issue a notice given 15 days of time to the vendor.

6.2 Penalties: - The Department may impose a suitable penalty of the vendor of the failure of such activities as mentioned above. Such penalties shall be deducted from the pending bills/bank guarantee of the vendor. However, the Department shall issue a notice given 15 days of time to the vendor before imposing such penalty.

6.3 Termination Payments:- These payments shall mean the amount of payment by either party to the other party upon termination. Upon termination of the contract, Department may encash and appropriate the performance security/bank guarantee etc. The Department may clear outstanding dues of the sub-vendors of the second party out of such encashment and/or from the pending bills of the second party. After clearing such liabilities, any valid dues of the second party may be paid thereafter.

6.4Blacklisting without termination: - The Department may blacklist the vendor without terminating the contract for any of the failures or acts of commissions or omissions under this Agreement.

6.5Foreclosure with Mutual consent: -

a) Without prejudices to any provisions of this agreement, Department and the vendor may foreclose this agreement by mutual consent in circumstances which does not constitute either party's default without any liability or consequential future liability for either party.
b) Should a Party intend to foreclose this Agreement by mutual consent, the intending Party shall issue a notice to the other Party and upon issuance of such notice, the other Party may within 15 days from receipt of such notice either agree to such foreclosure or raise objection(s) to the same by intimating either of the two possible positions to the intending Party in writing.
c) In either case of the other Party agreeing to the proposed foreclosure or otherwise, the Parties may negotiate the proposed foreclosure and sign a Supplementary Agreement for foreclosure to the main Contract Agreement within 30 (thirty) days of the date agreeing by both Parties. Foreclosure shall not come into effect unless and otherwise Supplementary Agreement is signed.
d) Any attempt or endeavour for foreclosure by mutual agreement shall be without prejudice to the rights and obligations of the Parties herein and the factum of such an attempt or exercise shall not stop either of the Parties form discharging their contractual obligations under this Agreement.
e) For the avoidance of doubt, it is clarified that such foreclosure will be without prejudice to the Vendor and shall not affect the Vendor in any way if it wishes to bid in future projects of the Department.

7. Fraud or Corrupt Practices

a. The Bidders shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained in this RFP, or in LOA or the Agreement, the Department of Excise and Prohibition, Government of Bihar mayreject a bid, withdraw the LOA, debar the bidder for a period of one year from participating in

the future projects of the Department or terminate the Agreement, as the case may be without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices. In such an event, the Department of Excise and Prohibition, Government of Bihar shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security as mutually agreed genuine pre- estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidders Proposal.

b. Without prejudice to the rights of DEPARTMENT under Clause above and the rights and remedies which the DEPARTMENT may have under the LOI or the Agreement, if a Bidder, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by DEPARTMENT during a period of <1(one)year> from the date such Bidder, is found by DEPARTMENT to have directly or through an agent, engaged or indulgedinanycorruptpractice,fraudulentpractice,coercivepractice,undesirable practice or restrictive practice, as the case may be.

c. For the purposes of this Section, the following terms shall have the meaning here in after respectively assigned to them:
   i. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of tendering and execution of the project;
   ii. "fraudulent practice" means aim is representation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
   iii. "coercive practice" means impairing or harming or threatening to impairer harm, directly or indirectly, any persons or property to influence any person participation or action in the Selection Process;
   iv. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by Department of Excise and Prohibition, Government of Bihar with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
   v. "restrictivepractice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

8. Dispute Resolution

- The bids and any contract resulting there from shall be governed by and construed according to the Indian Laws.
- All settlement of disputes or differences whatsoever, arising between the parties out of or in connection to the construction, meaning and operation or effect of this Offer or in the discharge of any obligation arising under this Offer (whether during the course of execution of the order or after completion and whether before or after termination, abandonment or breach of the Agreement) shall be resolved amicably

between Department and the vendor's representative.

- In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then the same shall be resolved as follows:

  i. Conciliation: - All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be first settled by way of conciliation and failing which, by way of arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.

  ii. The dispute shall be first referred to the Development Commissioner for conciliation who shall conduct conciliation

  proceedings which will be held at Patna, Bihar.

  iii. Arbitration: - In case the conciliation proceedings fail, the dispute shall be referred to the arbitration as per the Arbitration Act.

  iv. All legal disputes will come under the sole jurisdiction of Patna, Bihar. The venue of the arbitration shall be Patna.
- The Arbitral award shall be final and binding on both the parties.
- Work under the contract shall be continued by the vendor during the arbitration proceedings unless otherwise directed in writing by Department unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the contract, no payment due, or payable by Department, to the vendor shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof.

9 Limitation of Liability

The Vendor's aggregate liability shall be limited to the total contract value during the contract period. However, there shall be no cap on liability of the Vendor for below mentioned events:

- Any willful misconduct or gross negligence of the Vendor, its employees, its agents or employees of its subcontractors in the performance of the Services.
- Infringement of any patent, trademarks, copyrights, intellectual property rights etc. or such other statutory infringements or any other law in respect of the Services provided by the Vendor.
- The Department shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third-party tools/hardware/software or modules supplied by the Vendor as part of this Agreement.

10 Payment Terms:-

Payments shall be made on monthly basis on achieving the SLA levels as mentioned in the department.
In case SLAs are not met, requisite penalties shall be imposed as per section 11 of this RFP.

11 Service Level Agreement:

Delay in providing documents to the vendor by the concerned department shall not be considered in the calculation of delay. In case of non-availability of pages to be scanned, the firm has to inform the local authority in writing.

The maximum penalty to be levied shall be 10% of the overall contract value. In case, penalty against the SLA is beyond the maximum limit, the Department would be independent to take further action against the vendor as per the terms and conditions of the contract.

S No	**Service Category**	**Service Level Objective**	**Method of measurement**	**Reporting Period**	**Target Service Level**	**Penalties**
1	Project kick off	Project kick off on time	Department officials shall track the project start date post issuance of the work order	NA	The vendor shall start the project within 3 weeks from the issue of the work order	Delay in project kick-off shall attract penalty @ INR 5000 per week or thereof shall be levied subject to maximum INR 40000. In case delay is beyond the maximum limit, the Department reserves the right to take disciplinary action against the empanelled vendor and may lead to termination of the contract.

2	Data Accuracy	Accuracy of data digitized or migrated by the Agency as compared as original record	Purchaser designated team shalltake physical count of the data migrated/digitized and uploaded in the new system and also review for accuracy against original source data	Fortnightly	95%	25% of scanning /digitization cost of erroneous records. Also Agency will have to correct an incorrect record at no extra cost

Data Digitization Activities

S. No.	Base level	Penalty
1.	% Accuracy	Purchaser officials will physically verify the digitized records submitted by the Agency vendor against the original records and will identify the erroneous fields in each record. The % accuracy for each batch will be calculated as follows: Total no. of erroneous fields in the batch -X Total no. of records in the batch- Y Field per record - N Accuracy per batch (%) = (X*100)/(Y*N)
2.	Digitization Cost	Digitization cost = A*Y, where "A" is the rate per record digitized andY is the total no. of records in the batch.

Please note:

- Accuracy of less than 90% will be considered as the Breach of the Agreement and Purchaser reserves the Right to terminate the agreement.
- For SLO at S no. 2, drop below 90% of the target will be considered as the Breach of the Agreement and Purchaser reserves the Right to terminate the agreement.
- In all such cases, where the accuracy is below 100%, the Agency will be responsible to carry out corrections with no additional cost to Purchaser.

12. Liquidated Damages

The Department expectstheVendortocompletethescopeoftheprojectwithinthetimeframespecified(immediately postissuanceofLoI/Work Order).NotwithstandingtheDepartment'srighttocanceltheorder, recovery ofliquidateddamagesif any at the rate of 0.5%ofthecontractvalueperweekwillbemadeforeveryweek'sdelayindeliverysubjecttomaximum5%ofcontractvalue .

TheDepartment

reservestherighttorecovertheseamountsbyanymodesuchasadjustingfromanypaymentstobemadebytheDepartment tothecompany.Partofweekwillbetreatedasaweekforthispurpose.However,the Departmentmay,atitsdiscretion,waivetheliquidateddamagesincasethedelaycannotbeattributedtothevendor.

13. Intellectual Property Rights

- All Intellectual Property under the RFP and/ or the Agreement will be belong exclusively to the Department. Department shall have all right, title and interest in and to any and Intellectual Property Rights , including but not limited to all Software, SoftwarePrograms and Programs, and any modifications thereto or works derived there from. All Intellectual Property shall remain the property of the Department.
- It is hereby expressly clarified that the vendor shall have no right, title or interest in or to such Intellectual Property Rights for any purpose, except the right to use , modify , enhance and operate such designs, programs, modifications to perform services hereunder for the purpose and term of the Agreement, and as may be expressly set forth herein or in a separate written agreement executed between the parties. The vendor shall not use such Intellectual Property for any other purpose during and after the term of the Agreement. In relation to any inventions, discoveries or other Intellectual Property, the Implementation Agency shall;
- Make full and complete disclosure to Department, including any/ all information in the Implementation Agency's possession relating to their patentability (if any); and
- The terms Software, Software programs and Programs shall include Unicode, source code, specifications, documentation, and technical information , and all corrections , modifications, additions, improvements and enhancements to any of the foregoing provided to GoB by KEONICS pursuant to this Agreement.
- Notwithstanding anything to the contrary contained herein, the Implementation Agency will defend, indemnify and hold harmless Department against any suit or claim brought by a third party that the possession or use of the Software,Software Programs and Program. Any infringe is a misuse of its Confidential Information.
- The vendor shall ensure;
    - Not to provide access to the Intellectual Property to persons other than authorized users.
    - To ensure that all authorized users are appropriately notified of the importance of respecting the Intellectual Property Rights and that they are made aware of and undertake to abide by the terms and conditions of the RFP
    - Not to permit any person, other than the authorized users , to copy, duplicate, translate into any language, or in any way reproduce the Intellectual Property.
    - To keep exclusive possession of and control over the Intellectual Property and to effect and maintain adequate security measures to safeguard the Intellectual Property from access or use by any third party other than the authorized users.
    - To notify the Department promptly of any unauthorized disclosure, use or copying of the Intellectual

Property of which vendor becomes aware or should have been reasonably aware.

14.Performance Bank Guarantee

The successful bidder is required to submit Performance Bank Guarantee (PBG) equivalent to 5% of the contract value defined in this RFP on or before signing of the subsequent contract typically within 15 days from the notification of LOI, unless specified to the contrary.

Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event the Department may award the contract to the next best value bidder or call for new proposals from the interested bidders.In such a case, the Department shall invoke the PBG of the most responsive bidder.

15. Instructions to theBidders

15.1 General

I. While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to thisRFP.All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Departmenton the basis of this RFP.

II. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Department. Any notification of preferred bidder status by the Department shall not give rise to any enforceable rights by the Bidder. The Department may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Department.

III. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on suchcommunications.

15.2 Compliant Proposals / Completeness ofResponse

1. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of itsimplications.
2. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Biddersmust:

3. Include all documentation specified in thisRFP;
4. Follow the format of this RFP and respond to each element in the order as set out in thisRFP
5. Comply with all requirements as set out within thisRFP.

16. Key Requirements of theBid

16.1 Right to Terminate theProcess

I. The Department may terminate the RFP process at any time and without assigning any reason. The Department makes no commitments, express or implied, that this process will result in a business transaction with anyone.
II. This RFP does not constitute an offer by the Department. The bidder's participation in this process may result the Department selecting the bidder to engage towards execution of thecontract.

16.2 RFP DocumentFees

RFP document can be downloaded from the website www.eproc2.bihar.gov.in after paying tender fee of Rs. 5000/-and processing fee of Rs. 590 /. The fees will have to be paid through online on the above-mentioned website. Proposals received without or with inadequate RFP Document fees shall be rejected.

16.3 Earnest Money Deposit(EMD)

1. Bidders shall submit, along with their Bids, EMD of INR 1,00,000(One lakh only) in the form of Bank Guarantee issued by anyScheduled bank.
2. The bid / proposal submitted without EMD, mentioned above, will be summarilyrejected.
3. EMD shall be exempted for MSMEs/start-ups subject to submission of MSME Certificate.
4. The EMD may beforfeited:

a) If a bidder withdraws its bid during the period of bidvalidity.
b) In case of a successful bidder, if the bidder fails to sign the contract in accordance with thisRFP.

16.4 Submission ofProposals

a) The bidders should submit their responses as per the format given in this RFP in the following manner: 1) Technical Proposal and 2) Commercial Proposal
b) Please Note that prices should not be indicated in the Technical Proposal but should only be indicated in the Commercial Proposal.
c) All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
d) The bids shall be uploaded through http://eproc2.bihr.gov.in as per the instructions available on the website.

17. Preparation and Submission ofProposal

17.1 Proposal PreparationCosts

- The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by the Department to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bidprocess.
- The Department will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the biddingprocess.

17.2 Language

The Proposal should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the Proposal, the English translation shallgovern.

17.3 Tender Opening

I. The Proposals submitted up to due date and time will be opened at a date to be notified by a committee authorized by the Department, in the presence of such of those Bidders or their representatives who may be present at the time ofopening.

II. The representatives of the bidders should be advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafides for attending the opening of theproposal.

17.4Tender Validity

The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of submission of Tender.

17.5 Tender Evaluation forresponsiveness

I. Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive, if Proposals:
   A. Are not submitted in as specified in the RFPdocument
   B. Are found with suppression ofdetails
   C. With incomplete information, subjective, conditional offers and partial offerssubmitted
   D. Submitted without the documents requested in thechecklist
   E. Have non-compliance of any of the clauses stipulated in theRFP
   F. With lesser validityperiod

II. All responsive Bids will be considered for further processing.The Department will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a committee according to the Evaluation process define in this RFP document. The decision of the Committee will be final in thisregard.

18 Proposal Evaluation Criteria

Sr. No	Qualification Criteria	Documents/Information to be provided in the submitted proposal
1.	Legal Entity • Company should be sole proprietor, partnership ,company registered under Companies Act,1956/2013. • Registered with the GST Authorities	Relevant Certificate of Incorporation GST Registration Certificate
2	The responding firm shall not be under a declaration of ineligibility for corrupt or fraudulent practices.	A self-certified letter by the designated official of the responding firm
3	The bidder must have minimum two years of experience in scanning , digitisation, indexing of the records for any State/Central Government bodies/PSUs/Autonomous bodies prior to the submission of bid.	Work Order / Completion certificate
4	The bidder must have offices and work premises in Bihar.	Bihar Shop and Establishment License

In case of start-ups the criteria for experience may be relaxed to participate in the bid.

18.3 Financial BidEvaluation

a) The Financial Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidderrepresentatives.

b) Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will beconsidered.

c) The bid price will include all taxes and levies and shall be in Indian Rupees and mentionedseparately.

d) Any conditional bid would berejected.

e) Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, theunitprice shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".

f) If there is no price quoted for certain material or service, the bid shall be declared asdisqualified.

g) The Total Bid Price, as computed by the Purchaser shall be used for the purpose of commercial evaluation of bids.

19.AwardCriteria

Department will award the Contract to the successful bidder whose financial proposal is the lowest and would consider it as substantially responsive as per the process outlined above.

20.Right to Accept Any Proposal and to Reject Any or AllProposal(s)

The Department reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Department action.

21.Contract Finalization andAward

a. The Department shall reserve the right to negotiate with the bidder(s) whose proposal has been most responsive. On this basis the draft contract agreement would be finalized for award &signing.

b. The Department may also like to reduce or increase the quantity of any item in the Scope of Work defined in the RFP. Accordingly, total contract value may change on the basis of the rates defined in the financialproposal.

22. Signing ofContract

After the Department notifies the successful bidder that its proposal has been accepted, the Department shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between the Department and the successful bidder. The Draft Legal Agreement is provided as a separate document as a template.

19. Annexure

Annexure I: TECHNICAL BIDTEMPLATES

The bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Technical EvaluationCriteria.

Forms to be used in Technical Proposal:
Form 1: Letter of Proposal
Form 2: Details of the Bidder
Form 3: Bank Guarantee for Earnest Money Deposit
Form 4:Declaration of Non-Blacklisting
Form 5: Undertaking on Patent Rights
Form 6: Deployment of resources

Annexure IV: FINANCIAL PROPOSAL TEMPLATE

Forms to be used in Commercial Proposal:
Form 1: Financial Proposal
Form 2: Performance Bank Guarantee

Form 1: Letter of Proposal

No. Date:

To
The Secretary,
BISCORE
Vikash Bhawan, New Secretariat
Patna - 800015

Subject: Submission of the Technical bid for <Name of the assignment>

Dear Madam/Sir,
We, the undersigned, offer to provide Systems Implementation solutions to BISCORE on <Name of the Systems Implementation engagement> with your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Proposal, which includes this Technical bid and the Financial Bid sealed in a separate envelope.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.Weundertake,ifourProposalisaccepted,toinitiatetheImplementationservicesrelatedtothe assignment not later than the date indicated in FactSheet.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for 180 days as stipulated in the RFP document.

We hereby declare that we are not insolvent, in receivership, bankrupt or being wound up, our affairs are notbeingadministeredbyacourtorajudicialofficer,ourbusinessactivitieshavenotbeensuspendedand we are not the subject of legal proceedings for any of theforegoing.
We understand you are not bound to accept any Proposal you receive.

Yours sincerely,
Authorized Signature [*In fullandinitials*]: _____
Name and TitleofSignatory: _____
NameofFirm: _____
Address:_____
Location:_____Date:_____
_____

Form 2:Particulars of the Bidder

Details of the Bidder(Company)		
1.	Name of the Bidder	
2.	Address of the Bidder	
3.	Status of the Company (Proprietorship/Partnership/Public Ltd/Pvt. Ltd)	
4.	Details of Incorporation of the Company	
7.	Valid GST no.	
8.	Permanent Account Number(PAN)	
9.	Name & Designation of the contact person to whom all references shall be made regarding this tender	
10.	Telephone No. (with STD Code)	
11.	E-Mail of the contact person:	
12	Fax no (with STD code)	

Form 3: Bank Guarantee for Earnest Money Deposit

To,

<Name>
<Designation>
<Address>
<Phone Nos.>
<Fax Nos.>
<email id>

Whereas <Name of the bidder> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP #<RFP Number> dated<Date> for <Name of the assignment> (hereinafter called "the Bid") to the department

Know all Men by these presents that we <> having our office at <Address>(hereinafter called "the Bank") are bound unto the department (hereinafter called "the Purchaser") in the sum of Rs. <Amount in figures>(Rupees<Amount in words> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <Date>

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
3. withdraws his participation from the bid during the period of validity of bid document; or
4. Fails or refuses to participate in the subsequent Tender process after having been short listed;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

Form 4:Declaration – Non-Blacklisting

Self-Declaration

1) I,theundersigned,doherebycertifythatallthestatementsmadeintherequiredattachmentaretrueandcorrectandiffoundfake/forged,theundersignedwillbeliableforinflictionupontheFIR andlawful punishmentas wellas blacklisting.

2) Theundersignedalsoherebycertifiesthatneitherourfirm M/s……..hasbeenblacklistednorhasabandonedanyworkingovernmentdepartments in Indianoranycontractawardedtous for suchworkshavebeen rescinded, during lastfiveyears priorto the dateofthisbid.

3) Theundersignedherebyauthorizesandrequest(s)thebank,person,firmorcorporationtofurnishpertinentinformationdeemednecessary andrequestedbytheDepartmentto verifythisstatementorregardingmy(our)competenceandgeneral reputation.

4) Theundersignedunderstandandagreesto furnish anyfurtherrequired qualifyinginformationon requestoftheDepartment.

(Signedbyan AuthorizedSignatoryoftheFirm)

Title of Officer

Nameof Firm

Date:

Form 5: Undertaking on Patent Rights

Ref. No. Date:

To
The
Secretary,
BISCORE
Vikash Bhawan, New Secretariat
Patna - 800015

Sub: Undertaking on Patent Rights

Dear Madam/Sir,

1. I/We as System Integrator (Agency) do hereby undertake that none of the deliverables being provided by us is infringing on any patent or intellectual and industrial property rights as per the applicable laws of relevant jurisdictions having requisitecompetence.
2. I/We also confirm that there shall be no infringement of any patent or intellectual and industrial property rights as per the applicable laws of relevant jurisdictions having requisite competence, in respect of the equipment, systems or any part thereof to be supplied by us. We shall indemnify BISCOREagainstallcost/claims/legalclaims/liabilitiesarisingfromthirdpartyclaiminthisregardatany time on account of the infringement or unauthorized use of patent or intellectual and industrial property rights of any such parties, whether such claims arise in respect of manufacture or use. Without prejudice to the aforesaid indemnity, the Agency shall be responsible for the completion of the supplies including spares and uninterrupted use of the equipment and/or system or any part thereof to BISCORE and persons authorized by BISCORE, irrespective of the fact of claims of infringement of any or all the rights mentionedabove.
3. If it is found that it does infringe on patent rights, I/We absolve BISCORE of any legal action.

Yoursfaithfully,

(Signature of the Authorized signatory of the
BiddingOrganisation) Name :
Designation :Date :
Time :
Seal :

Business Address

ANNEXURE II:

Form 1: Financial Proposal

ThebidderswhowillqualifytheTechnicalBidcriteriawillbeeligibleforFinancialBidopening.Financial bidwillbesubmitted bythebidder in prescribedformatasmentionedbelow:

S.No	Item	Unit Rate (INR)	Tax (INR)	Total Cost including tax (INR)
1	Rate of Data scanning, Digitization and Indexing per page including training, software, and other overhead costs to accomplish the task.			

Note: -

1. The bids shall not be considered**if the rate quotedis more than INR 2.50 per page**including GST.
2. There will be no extra payment chargeable on behalf of any work as to labour,equipment etc.

Form 2: PERFORMANCE BANK GUARANTEE

PERFORMANCE SECURITY:

<Name>
<Designation>
<Address>
<Phone Nos.>
<Fax Nos.>
<email id>

Whereas, <name of the supplier and address>(hereinafter called "the bidder") has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <name of the assignment> to the department (hereinafter called "the beneficiary")

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, **<Name of Bank>** a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office>have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of **Rs.<Insert Value>(Rupees <Insert Value in Words> only)** and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs.**<Insert Value>(Rupees<Insert Value in Words> only)** as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <*Insert Date*>)

Notwithstanding anything contained herein:

I. Our liability under this bank guarantee shall not exceed **Rs.<Insert Value>(Rupees <Insert Value in Words> only).**
II. This bank guarantee shall be valid up to <*Insert Expiry Date*>)
It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <*Insert Expiry Date*>) failing which our liability under the guarantee will automatically cease